

SUPERINTENDENT CONTRACT

THIS CONTRACT of employment is entered into by and between the Board of Education of the Calloway County School District (hereinafter "the Board"), located in Calloway County, Kentucky, and Kenneth R. Bargo (hereinafter "the Superintendent" whether referring to the position of Advisor to Superintendent or Superintendent of Schools), for the position of Advisor to Superintendent for the first month (July, 2010) of the contract and for the position of Superintendent of Schools for the remainder of the contract.

The Board agrees to employ the Superintendent for a total term of four (4) years, beginning on July 1, 2010 as Advisor to Superintendent of Schools through July 31, 2010, and as Superintendent of Schools beginning August 1, 2010 and ending on June 30, 2014. The parties agree that the terms of employment shall be as follows:

1. The initial total annual salary of the Superintendent shall be \$110,000.00 per year, payable in equal installments, which is composed of base salary in the annual amount of \$57,957.00; extended days in the amount of \$17,230.40; and special compensation in the amount of \$34,812.60. The Superintendent shall receive the same annual district-wide percentage increase in salary as approved by the Board for all certified employees for each year of this Agreement. Within ninety (90) days of the date permitted for renewal of this contract pursuant to state law, the Board shall renew the contract, or shall notify the Superintendent of its intent not to renew the contract.
2. This contract requires the services of the Superintendent for two-hundred forty days (240) per year. The superintendent shall, upon request, provide the Board with a schedule of actual and proposed workdays for the current contract year.
3. The Superintendent agrees to devote the time, skill, labor, and attention necessary to perform well and faithfully the duties of Superintendent and executive agent and professional advisor to the Board, as set out by law, regulation, policy and this contract.
4. The Superintendent shall furnish throughout the term of this contract a valid and appropriate license, issued by the certification authority in Kentucky, to act as superintendent.
5. The Superintendent, with prior approval from the Board, may undertake consultative work, speaking engagements, lecturing, writing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.
6. The Board shall annually provide the Superintendent with an evaluation based upon a mutually agreed upon process, which shall include periodic opportunities to review and discuss the Superintendent's performance and Superintendent/Board relations, at reasonable times as determined by the Board.
7. The Superintendent shall receive fifteen (15) days leave per year for illness, bereavement or personal emergency. All days not used in any year shall accumulate without limit, and shall be considered sick leave, subject to all Board policies that apply to sick leave for other personnel.
8. The Board shall provide the Superintendent with a vehicle for business and personal use; provided that fuel costs for personal use of the vehicle shall be paid by the Superintendent. The Superintendent shall be reimbursed for other normal travel expenses incurred while traveling on district business, when an itemized statement of expenses is submitted to and approved by the Board.
9. The Superintendent shall attend all professional training sessions required by law, and other appropriate meetings and conferences at the local, state and national levels. The Board shall reimburse the Superintendent for actual expenses incurred while attending these professional

activities, including payment of dues in appropriate professional organizations of the Superintendent's choosing, which sponsor such professional activities.

10. The Superintendent shall make all reasonable efforts to secure capable and qualified candidates for all available positions in the district, which are subject to appointment by the Superintendent.

11. The Superintendent as executive agent of the Board shall be in charge of the educational and business affairs of the district. The Board as a body and its members individually, shall refer all appropriate matters to the Superintendent for study and recommendation. Nothing in this section shall be construed as preventing the Board from acting in any manner in which it is entitled to act by law.

12. This Employment Agreement may be terminated by:

- a. Mutual agreement by the parties;
- b. Disability of the Superintendent;
- c. Death of the Superintendent; or
- d. Discharge for cause as provided by law.

In addition to the authority of the Board to discharge the Superintendent from his position for cause as set forth under state or federal law or other Board policies or regulations, the Board and Superintendent agree as follows:

The Superintendent and Board jointly acknowledge and recognize that the Superintendent is viewed by students, teachers, administrators and the community as a role model and that as such the Board expects the Superintendent not to violate any statutory law regarding the use of intoxicating beverages, controlled substance, or any other conviction of a statutory criminal offense with the exception of routine traffic violations. To the extent that the Superintendent is convicted of any such offense under any court in any state of competent jurisdiction, the Board may by a four-fifths (4/5) vote of its members discharge the Superintendent from his employment without any further obligation to compensate him or provide other benefits under this Agreement.

The Superintendent by execution of this Agreement acknowledges and understands that this provision holds him to a stricter standard of conduct than otherwise provided by law, and he voluntarily waives any defense he might otherwise have at law as to the Board's authority to terminate his employment under this provision. He further waives any and all claims for any relief which he may have arising from the Board's action under this provision. It is clearly understood that the Board's remedy under this section is established as a contractual right to which the Superintendent voluntarily agrees.

13. The Board shall reimburse the Superintendent for his contribution to the Kentucky Teacher Retirement System for the mandated percentage as determined by statute. The salary amount for this benefit calculation is not to exceed the Superintendent's annual salary as identified in paragraph 1 herein.

14. The Board, at its expense, shall provide family health insurance for the Superintendent, from the insurance options available to employees of the district.

15. The Board, at its expense, shall provide term life insurance, payable to beneficiaries of the Superintendent's choosing, with death benefits in the amount of Two Hundred Fifty Thousand and No/100's Dollars (\$250,000.00) provided that the Superintendent passes any medical examination required for purposes of obtaining a policy and that the Board is not required to pay a higher premium because of any medical, physical or mental disability.

16. The Board, at its expense, shall provide a one-time lump sum payment of Five Thousand and No/100's Dollars (\$5,000.00) to the Superintendent to provide funds for the Superintendent to relocate and move to Calloway County, Kentucky. Said lump sum payment shall be paid to

Superintendent on July 1, 2010 to be used for such purposes; provided however, there will be no necessity for the Superintendent to provide any itemization or proof of such expenditures and without the necessity of Board approval of such expenditures with any of said lump sum payment not expended for such purposes to be considered additional compensation to Superintendent.

17. Pursuant to KRS 160.291, the Superintendent shall receive twenty (20) days of annual leave, with pay, which shall be exclusive of legal holidays and other days not considered work days pursuant to the school calendar adopted by the Board. Days of annual leave shall accrue without limit, and the Superintendent shall be compensated for all days accrued at the time of retirement, separation, or termination of employment as Superintendent.

18. The Board agrees that to the extent insurance of similar coverage is afforded to the Board, the Board shall defend, hold harmless and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided some arose while the Superintendent was acting within the scope of his employment.

19. If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal under federal or state law, the remainder of the Agreement not affected by such a ruling, shall remain in force.

THIS CONTRACT shall be invalid if the Superintendent is under contract with another board of education in this state covering the same period of time, or any portion thereof, until the other contract is terminated or the Superintendent obtains a release.

Dated this 21 day of May, 2010.

By Kennith R. Bargo
Kennith R. Bargo, Superintendent

Dated this 21 day of May, 2010.

By Jeff Gordon
Jeff Gordon, Chairman
Calloway County Board of Education